

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Robinson, Lake, Lerer & Montgomery 1667 K Street, N.W., #900 Washington, D.C. 20006		2. Registration No. 3911
3. Name of foreign principal Hoylake Investments Limited	75 Rockefeller Plaza New York, New York 10019	4. Principal address of foreign principal Hamilton, Bermuda

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

N/A

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

N/A

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Hoylake was formed to acquire shares of BAT Industries P.L.C. and make an offer to acquire BAT.

b) Is this foreign principal

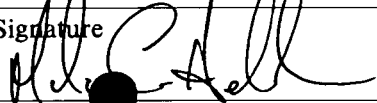
- Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐
- Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Hoylake is controlled by Anglo Group P.L.C., a business incorporated in the United Kingdom. Other shareholders of Hoylake are General Oriental Investments Limited, a business incorporated in the Cayman Islands, a subsidiary of J. Rothschild Holdings P.L.C., an investment holding company incorporated in the United Kingdom, RIT Capitol Partners P.L.C., an investment trust incorporated in the United Kingdom C.P. Investment PTC Limited, an Australian Company, and interest associated with Mr. Jacob Rothschild and Mr. Clive Gibson.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

See 9 above

Date of Exhibit 9/8/89	Name and Title Mark C. Helmke Vice President	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant

Name of Foreign Principal

Robinson, Lake, Lerer & Montgomery

Hoylake Investments Limited

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

1. Monitor news media.

2. Explain to news media through written and oral communications nature of principal's interests.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

1. Monitor news media.

2. Explain to news media through written and oral communications nature of principal's interests.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Various state and federal officials could possibly take action on the Hoynlake investment. Consequently, the nature of Robinson, Lake, Lerer & Montgomery's news media activities could have an impact on political decision making. The Act seems unclear on this point, but caution dictates for Robinson, Lake, Lerer & Montgomery to respond this way.

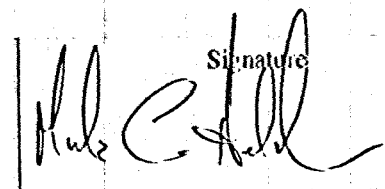
Date of Exhibit B

9/8/89

Name and Title

Mark C. Helmke
Vice President

Signature



¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

August 1, 1989

Hoylake Investments Limited
Hamilton HM12,
Bermuda

Dear Sirs:

This letter, when signed by both Hoylake Investments Limited (the "Company") and Robinson, Lake, Lerer & Montgomery, Inc., will constitute the agreement between us with regard to our appointment by the Company as a consultant to the Company for corporate communications work.

1. For our services and outlays on your behalf, you agree to pay us compensation computed as follows:

(a) The sum of \$100,000 for the professional consulting services of Robinson, Lake, Lerer, & Montgomery. This fee shall be treated as a minimum retainer against hourly charges for rendering professional services to the Company. If the Company exceeds the \$100,000 retainer, Robinson, Lake, Lerer & Montgomery shall charge for additional services on an hourly basis. Charges for our services shall be made at our standard hourly rates:

Partner	\$300
Associate	\$200

(b) In addition, the Company shall reimburse Robinson, Lake, Lerer & Montgomery for reasonable, actual out-of-pocket expenditures upon receipt of itemization thereof. Major expenditures -- e.g., on video projects or publications -- will be subject to prior discussion with the Company.

2. The term of this contract is three months commencing July 31, 1989 and ending October 30, 1989.

RECEIVED
DEPT. OF JUSTICE
CRIMINAL DIVISION
89 SEP -8 AM 1:40
INTERNAL SECURITY
SECTION
REGISTRATION UNIT

3. We agree that any and all contracts, correspondence books, accounts and other sources of information relating to your accounts shall be available for inspection at our office by your authorized representative during ordinary business hours upon reasonable prior notice to us.

4. Upon termination of this agreement, if requested, we shall transfer and make available to you or your representatives all property and materials in our possession or control which belong to you.

5. Robinson, Lake, Lerer & Montgomery, Inc. and the Company agree that, in the process of providing professional services to the Company, the Company may provide sensitive, confidential information, the disclosure of which would be to the detriment of the Company. Robinson, Lake, Lerer & Montgomery, Inc. represents that it will not use any of such information for any purpose except for the benefit of the Company under the professional services to be performed by Robinson, Lake, Lerer & Montgomery, Inc. under this agreement.

6. You agree to indemnify us and hold us harmless from and against any claim or action brought against us which is based upon materials supplied by you to us which have been included by us in publicity material prepared by us on your behalf.

7. This agreement shall be construed in accordance with the laws of the State of New York.

If the above meets with your approval, we would appreciate your so indicating by signing the enclosed copy of this letter and returning it to us.

Very truly yours,

Robinson, Lake, Lerer & Montgomery, Inc.

By

Linda G. Robinson
Linda G. Robinson

ACCEPTED AND AGREED:

Hoylake Investments Limited

By

[Signature]
Please type or print name or title

K.S. RICHARDS DIRECTOR/PRESIDENT